

AN ORDINANCE of the Common Council fixing, establishing and ratifying compensation for certain City employees of the City of Fort Wayne, Indiana, represented by the CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 414.

WHEREAS, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

WHEREAS, such compensation for employees of the City of Fort Wayne, Indiana, represented by the CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 414 has been arrived at pursuant to an agreement reached by and between the City and the CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 414 in accordance with collective bargaining as authorized and envisioned by the City's salary ordinances (two copies of said agreement are on file in the Clerk's Office and available for public inspection); and

WHEREAS, said agreement is for three (3) years, but pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

WHEREAS, the Common Council desires to express its approval of the agreement and the compensation package for the year 1996; and

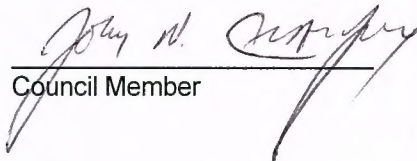
WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees of the City of Fort Wayne, Indiana, represented by the CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 414 for the year 1996.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

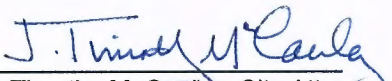
SECTION 1. The 1996 - 1998 Agreement by the Between the CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 414 and the City of Fort Wayne, two copies of which are on file in the Office of the City Clerk and available for public inspection, is hereby approved and ratified in all respects, including the compensation

package for the year 1996.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCauley, City Attorney

Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the
Committee on Finance (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne,, Indiana, on _____, the _____ day of _____
_____, 19_____, at _____ o'clock
M., E.S.T.

DATED: 8-13-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED 10:00
by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT |
|-------------|----------|------|-----------|--------|
| TOTAL VOTES | <u>9</u> | | | |
| BENDER | <u>✓</u> | | | |
| CRAWFORD | <u>✓</u> | | | |
| EDMONDS | <u>✓</u> | | | |
| HALL | <u>✓</u> | | | |
| HAYHURST | <u>✓</u> | | | |
| HENRY | <u>✓</u> | | | |
| LUNSEY | <u>✓</u> | | | |
| RAVINE | <u>✓</u> | | | |
| SCHMIDT | <u>✓</u> | | | |

DATED: 8-27-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 8-58-96
on the 27th day of August, 19 96

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Paul Helmke
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 28th day of August, 19 96,
at the hour of 12:00 o'clock P, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of August,
19 96, at the hour of 2:30 o'clock P, M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-96-08-04

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~ RESOLUTION) of the Common Council
fixing, establishing and ratifying compensation for certain City employees
of the City of Fort Wayne, Indiana, represented by the CHAUFFEURS, TEAMSTERS
AND HELPERS LOCAL NO. 414

HAVE HAD SAID (ORDINANCE) (~~XXXXXXXXXX~~ RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~XXXXXXXXXX~~ RESOLUTION)

| <u>DO PASS</u> | <u>DO NOT PASS</u> | <u>ABSTAIN</u> | <u>NO REC</u> |
|-------------------------|--------------------|----------------|---------------|
| <u>John N. Crawford</u> | | | |
| <u>Martin A. Bunch</u> | | | |
| <u>James E. Haggard</u> | | | |
| <u>Robert C. Carr</u> | | | |
| <u>Debra Hall</u> | | | |
| <u>Victor Turner</u> | | | |
| <u>O. Schmitt</u> | | | |
| | | | |
| | | | |

DATED: 8-27-96

Sandra E. Kennedy
City Clerk

DIGEST SHEET

TITLE OF ORDINANCE: Approving negotiated contract for employees of the Chauffeurs, Teamsters, and Helpers Local No. 414 for January 1, 1996 through December 31, 1998

DEPARTMENT REQUESTING ORDINANCE: Human Resources

SYNOPSIS OF ORDINANCE: Approval of 2.5 percent increase for 1996, and a 3 percent increase for 1997 and 1998, covered by wage schedules A, B and C.

EFFECT OF PASSAGE: 2.5 percent wage rate increase over new compressed rates.
3.0 percent wage rate increase over 1996 rates.
3.0 percent wage rate increase over 1997 rates.

EFFECT OF NON-PASSAGE: Rates remain at 1995 levels.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): \$35,278/year
(Based on 6/26/96 figures of 54 employees @ 673.2390/hr, x 2096 hrs/yr = 1,411,109 x .025 = \$35,278/yr straight time wage cost).
Productivity Bonus for 1996 - 54 employees x \$175.00 = \$9,450.00.
1997 and 1998 - minimum of \$175.00 up to \$525.00
Savings - Based on percentage of productivity/efficiency goals reached.
Skill-Based Compensation - Based on certifications and/or licenses obtained by employees.

LAW DEPARTMENT MEMORANDUM

TO: MEMBERS OF COMMON COUNCIL
FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL
SUBJECT: CHAUFFEURS, TEAMSTERS, AND HELPERS LOCAL
NO. 414
DATE: AUGUST 16, 1996

Listed below is a summary of changes in the 1996 - 1998 CTH agreement:

ARTICLE I - PERIOD OF AGREEMENT: Three year agreement.

ARTICLE III - UNION COOPERATION:

The Union agrees to meet and discuss the possibility of random drug testing, and negotiate a reasonable policy that is consistent across all City employees (union and non-union) and administered in a fair and equal manner.

ARTICLE VI - GRIEVANCE AND ARBITRATION:

Section 1 Grievance Procedure, Step 1 - The grievance shall be written within ten working days following from the date of alleged violation. A meeting between management & union will take place within ten working days of the time the grievance is presented. Management shall give an answer within ten working days. If management fails to give his/her answer within time limit, the answer to the grievance will be an automatic denial. If no satisfactory settlement is reached in Step 1 within ten working days it shall be advanced to step 2.

ARTICLE VIII - HOURS OF WORK AND OVERTIME:

Section 2 - Premium Pay - The Night Investigator is responsible for calling employees in for premium time. In the event that an employee is overlooked by virtue of their seniority and ability to perform the task, said employee will be allowed to work those hours at their convenience within a ten working day period that will compensate equally for hours missed. In the event an employee reaches 16 hours of premium time within a pay period, said employee will be moved to the bottom of the call-in list for the remainder of the pay period. Investigations shall be performed only by Investigators, if possible, due to the nature of their duties. In the event Night Investigator(s) are not able to report for their normal assigned duties, the position will be filled for that instance by the list provided in the contract.

ARTICLE XII - PROMOTIONS:

- (c) After an employee accepts a bid, said employee shall be paid retroactive to the day after the bid was posted down.
- (d) Training and Physicals must be provided to an employee who bids to a new position within the thirty day trial period.

ARTICLE XIII - TRANSFERS:

(d) Any employee who is designated as a helper on a flusher shall possess an appropriate driver's license for operating said vehicle.

ARTICLE XIV - SICK AND ACCIDENT LEAVE:

Regular employees hired after December 31, 1996 shall accrue sick time at 1.54 hours per week (2 weeks per year). Sick Abuse Language has been incorporated.

- (i) Shall report the cause of his/her absence before 10 a.m. of the first scheduled working day of absence unless employee has just cause to call later and it is acceptable to WPCM/STM management.

ARTICLE XVII - VACATION/PERSONAL TIME

Incorporate Accrual Vacation Language from Vacation ordinance. Employees will accrue vacation time at 1.54 (two weeks per year) from date of hire until completion of fifth year. Employee may take one week after six months in their first year. Employees shall accrue 2.31 hours (three weeks per year) per calendar week beginning their sixth year of employment through their fourteenth year. Employees shall accrue 3.08 (four weeks per year) hours per calendar week through twenty years of service. Employees hired prior to January 1, 1997 shall receive a longevity bonus payable upon 20 years of service and each year thereafter. Time which has not been accrued may not be taken.

Section 2 - Personal Time - Effective January 1, 1997 the birthday holiday and any additional personal days given at 5 years and 20 years will be eliminated. Employees hired prior to January 1, 1997 shall receive a longevity bonus equal to 24 hours x hourly rate per year at 5 years of service and every year thereafter. Each employee shall receive five (5) personal days per year.

ARTICLE XIX - SPECIAL LEAVES:

Section 2 - Leave for Union Business - Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints. Employees will notify management prior to meeting and record time spent on union business on their daily time reports.

Section 3 Death Leave - Incorporate City Policy regarding death leave granting the employee three (3) consecutive work days off for immediate family.

ARTICLE XX - RETIREMENT:

Eligibility for accrued sick time pay shall be restricted to employees with a minimum of ten consecutive years of service under the terms of this Agreement immediately prior to retirement or resignation.

ARTICLE XXI - SAFETY PRACTICES:

Employees required to wear safety shoes shall purchase and wear them. Foul weather gear shall be furnished by the Utility as determined by management. Uniforms shall be worn by all bargaining unit employees except those classifications assigned in clerical positions.

ARTICLE XXII: - INSURANCE COVERAGE:

Insurance - Employee health insurance shall remain the same as 1995 rates. For 1997 and 1998 coverage may not increase by more than 7% and 10%, respectively, for basic health insurance plan.

Each employee who retires under one of the programs listed in Article XX, and who has at least eight (8) years of continuous service at retirement shall receive a \$10,000.00 life insurance policy for the rest of their life.

ARTICLE XXIV - WAGES:

Section 1 - Skill based Compensation: Listed in the contract are the guidelines for Skill based compensation, page 38-39. Employees shall receive compensation for each skill level, effective as of the date it is achieved pursuant to OSHA Regulations and City Policy. The Respirator qualified Skill Based Compensation shall be retroactive to January 1, 1996.

Section 2 Productivity Bonus - A productivity bonus of \$175.00 shall be payable to each employee on June 1, 1996. For 1997 and 1998 each employee shall receive a productivity bonus of at least \$175.00, but not more than \$525.00 payable on June 1, 1997 and June 1, 1998. The bonus will be based on the percentage of productivity/efficiency goals that were reached in the prior year. The goals will be established by a joint union/management committee.

Section 3 Signing Bonus - Each employee (except clerical) shall receive a signing bonus of \$500.00. Clerical employees shall receive a signing bonus of \$700.00.

Section 4 - Sewer Repairer/CDL - The Sewer Repairer who has completed 90 days probationary period and has or obtains a Commercial Drivers License (CDL) will be upgraded to a Combination Repairer/Truck Driver upon presentation of CDL if a position is available.

Section 5 - Job Compression - Job compression into the categories on the wage schedules are based on creating job flexibility. Flexibility is defined as temporary reassignments within his/her present category due to equipment failures, down time and/or staffing needs and requirements. The job descriptions in the categories will remain as they were effective December 31, 1995, as well as the bidding process for the current positions.

Schedule A - 2.5% increase above compressed rates beginning on first day of subsequent settlement.

Schedule B - 3% increase above 1996 rates beginning on January 1, 1997.

Schedule C - 3% increase above 1997 rates beginning on January 1, 1998.

CTH LOCAL 414 - WATER POLLUTION CONTROL MAINTENANCE

January 1, 1996 thru December 31, 1998

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CTH LOCAL 414 - WATER POLLUTION CONTROL MAINTENANCE

January 1, 1996 thru December 31, 1998

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PREAMBLE

This Agreement is entered into by the between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Chauffeurs, Teamsters, and Helpers Local No. 414 (Affiliate of the International Brotherhood of Teamsters,) hereinafter referred to as the Union. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Employer, the Union, and the general public, the parties to this Agreement have agreed together as follows:

ARTICLE I - Period of Agreement

Section 1. Working Agreement: (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1996, and shall continue in force and effect through the 31st day of December 1998, and from year to year thereafter, unless it is cancelled or amended.

(b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, ~~1995~~ 1998, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1998, or November 30 of any subsequent year, and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 31, 1998, or on the anniversary date of any subsequent year. During this notice period, both parties agree to

continue negotiations in an effort to reach a settlement.

Section 2. Wage Schedules: (a) The wage and salary rates set out in Wage **Schedule A**, shall take effect at the conclusion of satisfactory negotiations, but not before the first day of **July, 1996 or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later. Wages Schedules B and C shall take effect on the first day of January, 1997 and 1998, respectively.**

(b) Changes in the wage schedule agreeable to both parties can be made at any time. Such request will be made in writing by the Union and will be answered in sixty (60) calendar days by the Employer. If changes are made by the Employer, the Union will be informed of such changes.

ARTICLE II - Union Recognition

Section 1. Recognition: (a) The Employer recognizes the Union as the exclusive bargaining agent for all its employees within the Water Pollution Control Maintenance & **Stormwater Maintenance (WPCM/STM)** Department in the job classifications listed in Wage Schedules A, B, and C concerning their hours, wages, and other conditions of employment. It is agreed that this Agreement applies to all the types of work usually performed by such employees.

(b) The Employer agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union.

(c) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the Employer

shall deduct each month from the earnings of each of said employees an agreed-upon amount representing regular monthly Union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee giving written notice to the Employer and the Union.

In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Employer shall make the necessary additional deductions in the next succeeding month or months. In any case, the Employer's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this Paragraph (c). The Union will protect the Employer from any and all further liabilities and claims which may arise under this Paragraph (c).

(d) Any concerted action on the part of the Union, such as strike and slowdowns, will result in the Union Dues Checkoff being suspended for one (1) year, starting from the day of such strike or slowdown.

(e) Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating work conditions, collecting dues, and ascertaining that the Agreement is being adhered to; providing, however, that there is no interruption of the Employer's working schedule. If the Employer requests it, the agents of the Union shall notify the employer of their presence on the premises.

(f) Should a dispute arise between the Union and any other Union relating to jurisdiction over employees or operation covered by this Agreement, the dispute shall be resolved by the **Director of Public Safety/Human Resources** and the appropriate representatives or tribunals of

the unions concerned.

Section 2. Agency Shop: (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the **Director of Public Safety/Human Resources**) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Employer to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the **Director of Public Safety/Human Resources**, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City of Fort Wayne, losing all seniority rights and other rights and benefits established by this Agreement.

(c) The Union agrees to indemnify and hold the City of Fort Wayne harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

ARTICLE III - Union Cooperation

(a) The Union agrees for employees covered by this Agreement that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the City of Fort Wayne and its service to the public and that they will cooperate in promoting and advancing the City's program and the protection of its service to the public at all times.

(b) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute. If nonetheless, any of the employees covered herein to cease work of their own volition, the Employer will be free to replace such employees and to obtain competent services to continue its normal operations.

(c) The Employer agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the department. This shall not be interpreted to restrain the Employer from awarding contracts for work covered by this Agreement when, in the judgment of its management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered by this Agreement, it is agreed that no employee having one year or more of seniority as of January 1, 1997 will be laid off.

(d) **The Union agrees to meet and discuss the possibility of random drug testing, however, the union does not agree to waive their right to negotiate a reasonable policy that is consistent across all City employees and administered in a fair and equal manner. In agreeing to discuss a possible solution of random testing, to abate any form of abuse,**

Teamsters Local 414 expects a program that will cover all employees, including management, full and part time, as well as pre-hire mandated testing, will be developed, and implemented within the foregoing perimeters.

ARTICLE IV - Non-discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, creed, sex, national origin or age, as provided by Title VII of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1967, as amended. Any conflict between this Agreement and the Americans With Disabilities Act shall be resolved in favor of the Act.

This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

ARTICLE V - Management Rights and Responsibilities

Except as otherwise provided in this Agreement, the Employer, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Employer's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not

be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice.

The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. The Union will be informed of the rules affecting working conditions within the month of the change if possible, but no later than the following month of the change. None of the foregoing management rights shall negate any other provisions of this Contract.

ARTICLE VI - Grievance and Arbitration

Section 1. Grievance Procedure: The Employer and the Union recognize that, from time to time, grievances, disputes and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Employer has acted erroneously or improperly in interpreting and/or applying any of the provisions of this Agreement, then the Union or the employee, within **ten (10)** working days of the Employer's action, may invoke the provisions of this Article VI.

The grievance shall be processed during regular working hours in the manner hereinafter set forth:

Step 1: The grievance shall be written and presented by the aggrieved employee and/or union representative to the superintendent of the department within **ten (10)** working days from the date of the alleged violation. The grievance shall specify the section

or sections of the agreement claimed to have been violated and the remedy the union wishes the Employer to make. A meeting between management and the union will take place within ten (10) working days of the time the grievance is presented. The superintendent or authorized member of management must give his/her answer and discuss it with the union within ten (10) working days. If management fails to give his/her answer within ten (10) working days after receipt or discussion, the answer to the grievance will be an automatic denial.

Step 2: If no satisfactory settlement is reached in Step 1 within ten (10) working days of the Step 1 written answer, the grievance shall be advanced to Step 2 by the aggrieved employee and/or Union representative, who will discuss the grievance with the Division director. Such meeting(s) shall include, from the Union the two (2) highest ranking Committee persons available on the date of the meeting(s). The meeting shall take place within ten (10) working days of the official advancement of the grievance to Step 2. A written answer to the grievance shall be issued within five (5) working days following such meeting(s) stating the position of the employer regarding the specific grievance.

Step 3: If the grievance has not been satisfactorily settled in Step 2, the appeal to Step 3 must be made within ten (10) working days from the receipt of the Step 2 answer. The Union representative shall discuss the grievance with the **Director of Public Safety/Human Resources** or his designated representative as soon as possible after appeal to this Step.

If the above procedure has been followed and the parties are still unable to settle the grievance, the Union **may**, within thirty (30) days following receipt of the Employer's Step 3

written answer, notify the Employer of the Union's intent to arbitrate the dispute.

In any of the foregoing Steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the Union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the Employer denying the grievance.

Section 2. Arbitration: Upon receipt of written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of **seven (7)** impartial arbitrators. Upon receipt of such panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne equally by the Employer and the Union. Each party shall bear its own costs for preparation, attendance of its own representatives at the hearing--including all witnesses, exhibits, or any other matter which is the desire of the party to bring to the attention of the arbitrator.

The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore, or modify any of the terms and conditions of the Agreement. Any decision rendered by the arbitrator must be in writing. The opinion must cite the Article and Section of the Agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE VII - Union Stewards

(a) The Employer recognizes the right of the Union to designate stewards and alternates.

The authority of stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. Investigation and presentation of grievances in accordance with the provisions of the Agreement.

2. Collection of delinquent dues, initiation fees and uniform assessments when authorized by appropriate Union action.

3. Transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing, or if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

(b) The Employer shall have authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

ARTICLE VIII - Hours of Work and Overtime

Section 1. Regular Working Hours: (a) The regular working hours for employees of the Water Pollution Control Maintenance Department & Stormwater Maintenance Department (except for shift employees) shall be 7:30 a.m. to 4:00 p.m., Monday through

Friday, with one-half hour for lunch (12:00 noon to 12:30 p.m., when practicable.) Regular working hours for shift employees shall be as set forth in departmental schedules.

(b) Employees working away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or of leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e.; the lunch period plus time spent traveling from and back to the job, shall not exceed forty-five minutes.

(c) The beginning and the ending of the day's work shall take place at departmental headquarters.

(d) All regular employees shall be guaranteed eight hours per day and forty hours per week without any split shifts.

(e) A shift premium of thirty (30) cents per hour shall be paid for all hours actually worked of a shift having fifty (50) percent or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of thirty-five (35) cents per hour shall be paid for all hours actually worked of a shift having 50 percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

Section 2. Premium Pay: (a) Except as may be otherwise provided by special schedules, all work performed by employees outside their regular working hours shall be paid for in accordance with the provisions of Special Ordinance G-22-92 (Appendix A.) All hours worked over forty (40) in a seven-day cycle qualify for Fair Labor Standards Act (FLSA) premium pay at one and one-half times the employee's hourly rate. "Hours worked" include hours actually worked, paid holidays, and compensatory time used, but do not include paid sick time, funeral leave, personal time, vacation time, or unpaid time off.

(b) All additional hours shall be allocated based on WPCM/STM seniority, with the following conditions/exceptions: Employee must be qualified to perform the work and must possess an active Indiana Driver's License as required by the applicable job description. **The Night Investigator is responsible for calling employees in for premium time. WPCM/STM management assumes the responsibility that the right documentation will be supplied to the Night and Day Investigators that are charged with this task. In the event that an employee is overlooked by virtue of their seniority and ability to perform the task, said employee will be allowed to work those hours at their convenience within a ten working day period that will compensate equally for the hours missed. In the event that an employee reaches 16 hours of premium time within a payperiod, said employee will be moved to the bottom of the call-in list for the remainder of that pay period. Telephone answering machines reached during the calling process shall be considered a "no answer", but the following message shall be left on the machine: "This is work calling at ____ (time) regarding overtime." NOTE: Eight (8) hours rest time must pass after the end of last additional work. WPCM/STM shall not be obligated to pay long-distance telephone charges in order to execute this provision. This provision shall not be interpreted to limit the WPCM/STM Superintendent in rescheduling work or temporarily transferring employees to avoid premium pay costs, if possible. Investigations shall be performed only by Investigators, if possible, due to the nature of their duties. Investigators are to be paid on stand-by as scheduled by management on a rotating basis for Saturday, Sunday and Holidays. Employee on stand-by will receive four (4) hours per day straight time. In the event they are called into work when on stand-by, Investigators will be paid the applicable overtime rates or stand-by rate,**

whichever is greater. Under an emergency situation when a Night Investigator determines that more help is needed, he is to contact a member of management to obtain authorization to call in a Clerk/Dispatcher to answer telephone calls and log on complaints. In the event a Clerk-Dispatcher is not available, employees shall be called in the following order: Night Investigator, Special Investigator and then employee(s) by seniority. If there is a need for an investigator after 12:00 a.m., the Special Investigator who is on call shall be called in.

Job Continuation will be classified as any job that was started before the end of the 7:30-4:00 p.m. shift that carries over into the next shift. In the event that a call comes in between the hours of 3:50-4:00 p.m. requiring a crew to stay past 4:00 p.m., WPCM/STM management will call all employees to the lunchroom or a designated area to establish a crew. This task will be handled the same as other premium time, most senior qualified will be asked first. WPCM/STM management reserves the right to bypass any employee who is not in the designated area at the time these positions are being filled. Any time a pumping situation runs beyond the regular shift, the crew that was assigned to this task will be allowed to work up to three (3) hours of premium time as job continuation. If a crew is required after three (3) hours, these positions will be filled on a most senior qualified basis.

(c) In the event the Night Investigator(s) are not able to report for their normal assigned duties due to unscheduled leave/absence (sick, personal, etc) the position will be filled for that instance by:

1. The other Night Investigator;
2. Then beginning with the most senior Special Investigator down through that classification;

3. Then employees in the Department, by seniority.

Such "fill-in" will be paid at the applicable rate, with premium rate applying.

(d) In the event the Night Investigator is to be absent for scheduled time off, with not less than seventy-two hours notice, the Utility Persons can be scheduled for the duration of such absence.

~~(e)~~ (e) An employee who is called back to work after he has been released from his regular day's work shall be paid a minimum of three (3) hours at the applicable rate of pay for such work. Time will start when the employee accepts assignment. If employee called arrives after forty-five (45) minutes, employee will be sent home with no pay due, unless a valid reason for delay is presented to the Superintendent of WPCM/STM Department.

(f) The Employer shall make available to employees who are required to work unscheduled additional hours those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:

1. When such additional hours continue into or beyond designated mealtimes of 6:00 to 7:00 a.m., 12:00 noon to 1:00 p.m., and 6:00 to 7:00 p.m., the employee shall, at his request, be furnished a hot meal at the expense of the Employer.
2. If such additional work is completed during a designated meal period, the employee shall eat the hot meal on his own time. If such additional work continues beyond a designated meal period or if less than five continuous hours of such work have been performed, the employee shall have one-half hour less additional time credited to compensate for the time used in eating.

3. If an employee is called out more than one hour immediately before his regular starting time on a regular scheduled working day and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period and a hot meal for the lunch period.

(g) In computing premium pay for shift work, the premium factor shall be applied to the base rate and the applicable shift premium payment than shall be applied. There shall be no pyramiding of premium pay.

(h) If an employee is absent due to vacation or personal time, said employee is considered to be in this standing until 11:59 p.m. of the last scheduled day off and ineligible for premium time until this time is reached. If using sick time or leave time other than vacation or personal, said employee will be considered off until he/she reports back to work.

ARTICLE IX - Inclement Weather

(a) The Employer and the Union recognize that temperature, wind, or precipitation or varying combinations of these factors may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort and, under such conditions, outside work should continue only in the event of an emergency. During such periods, the Employer may suspend outside work or assign employees to other, less-exposed work, either inside or outside.

(b) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximum of wind and that such reasonable discomfort should not justify suspension of work.

(c) The Employer recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified whenever possible.

(d) Therefore, it is agreed that when the wind chill factor is -17° Fahrenheit (F.) or lower, or when the temperature alone is zero degrees F. or lower, outside work shall be suspended except for an emergency. As used in this section, an emergency shall be deemed to exist when continuity of a City service is threatened or interrupted, when City property is endangered or when public property, public health or public safety is endangered. (NOTE: The accumulation of snow or ice on City property, public property or recreational areas shall be deemed to endanger public safety.) The superintendent or designee shall be responsible for obtaining official wind chill factor and/or temperature readings issued by the U. S. Weather Service.

(e) When conditions of precipitation occur which may make continuation of work hazardous, the working foreman shall be responsible for decisions concerning weather conditions which may adversely affect the safety of the members of his/her crew, subject to the approval of the superintendent or his/her designee.

ARTICLE X - Seniority

Section 1. Regular Employees: (a) Seniority, for the purpose of this Agreement, shall be considered in two aspects: (1) Departmental Seniority, starting with the first day of employment in the WPCM/STM Department, and (2) Job Seniority, starting with the first day of employment in a particular job classification.

(b) For employees hired on the same day who are given the same shift starting time, seniority shall be determined by the last four (4) digits of the employees' Social Security

numbers; that is, the employee with the lowest number shall have highest seniority ranking. For those employees who start on the same day but are given different starting times, seniority shall be determined by clock time at which they started.

(c) The seniority of an employee shall terminate under any of the following conditions:

1. When he is laid off for a period of more than one year.
2. When a laid-off employee fails to give notice of his intention to return to work after seventy-two hours after the Employer has sent to his last known address a certified letter requesting his return. A copy of such letter will be sent to the Business Agent of the Union.
3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
4. When he resigns his employment with the City of Fort Wayne.
5. When he is discharged for just cause.
6. When he violates the conditions of a leave of absence.
7. When he accepts a pension under the Public Employees Retirement Fund.
8. When he is absent for three days or more without advising his supervisor.

(d) All time off during any one calendar year in excess of thirty days for layoffs or leaves of absence respectively shall be deducted in computing years of service.

Section 2. Probationary Employees: (a) Any new employee hired shall be termed a probationary employee for a period of ninety (90) days, during which time the Employer can release such employee without giving cause. If an employee is transferred from another department of the City of Fort Wayne to the WPCM/STM Department, there shall be a thirty-(30) day probationary period during which the Employer can release the employee without

giving cause.

(b) Upon completion of the applicable probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority and service which accumulated during the probationary period.

Section 3. Layoff: (a) Employees laid off because of lack of work shall be laid off in the reverse order of their seniority in the Department. The employees so affected shall, in order of their departmental seniority, be entitled to jobs in any classification in which they have the necessary qualifications as determined by the Employer; however, the employee(s) shall be given 30 days to qualify on the job(s). The employees in the classification consequently displaced shall be entitled to a similar preference.

(b) In the event of a layoff, such employees who are to be laid off will be given a two-week notice of layoff or, if the City fails to give two weeks notice, the City will give the employee two weeks pay (80 straight-time hours) in lieu of such notice.

ARTICLE XI - Discharge

(a) The Employer shall not discharge any employee covered by the Agreement without just cause. The Employer's Disciplinary Policy shall govern disciplinary matters.

ARTICLE XII - Promotions

(a) Promotions to jobs covered by this Agreement shall be made so that the most senior qualified man or woman is promoted.

(b) When a job covered by this Agreement is to be filled, the Employer shall post notices to that effect on its bulletin boards and shall invite bids for the vacancy for no less than five days and no more than ten days. Any employee, whether actively working or laid off, shall have the right to submit a bid for the job.

(c) Within five (5) working days following the end of the bidding period, the Superintendent shall recommend to the Human Resources Department the successful bidder. After an employee accepts a bid, said employee shall be paid retroactive to the day after the bid was posted down. A successful bidder shall have a trial period of thirty (30) working days in the new position and may request reinstatement to former position, or management may deem employee unqualified and return to former position. After the employee accepts the bid, he must retain that position for a period of six (6) months before bidding on another position, unless bidding on a higher paying position. If management disqualifies said employee he/she will retain all bidding rights (Management must have just cause to disqualify an employee and give written notice to the union).

(d) Training and Physicals must be provided to an employee who bids to a new position within the thirty day trial period.

ARTICLE XIII - Transfers

(a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire shift. If this higher-rated job has wage time steps, he shall normally first enter that job on the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of

the step he enters, whichever is greater.

If an employee refuses a temporary transfer to a higher classification, either on premium or straight time, he will sign a form stating that he has refused the temporary upgrading. WPCM/STM management shall not offer the employee further temporary upgrades in the signed-off classification until the employee notifies management in writing of his/her desire to withdraw his/her their refusal prior to the start of the work shift.

(b) If an employee is temporarily transferred to a job having a low rate of pay, he shall not suffer a reduction in his rate of pay.

(c) Working Foremen shall not be used as truck drivers except in emergencies.

(d) **Any employee who is designated as a helper on a flusher shall possess an appropriate driver's license for operating said vehicle.**

(e) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

(f) If an employee holding a job covered by this Agreement is transferred, promoted, or appointed to a job within the City of Fort Wayne not covered by this Agreement, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position, or if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and the rights accumulated during his absence. Other employees in the bargaining unit agree to any demotions necessary to make room for him.

ARTICLE XIV - Sick and Accident Leave

(a) **Employees who become members of this bargaining unit after December 31, 1996 shall accrue paid sick leave at the rate of one and fifty-four hundredths (1.54) hours per week for each week of employment during which the employee is actively employed, on any type of paid leave for any portion of the week. Employees who were members of this bargaining unit prior to January 1, 1997 shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the employee is actively employed, on any type of paid leave for any portion of the week. However, if an employee is a member of this bargaining unit prior to January 1, 1996 falls within one of the four categories of sick use abuse, the employee's paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week during the period of abuse and for one year after removal from abuse status.**

Sick leave accrual begins on the first day of employment, however, probationary employees shall not be entitled to use it until completion of ninety (90) days. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

Employees who are on sick leave for a full 40 hour work-week and do not have 40 hours of sick leave pay shall not accrue sick leave for that week. Employees who are in any other pay status for any portion of a work-week shall accrue sick time for that week.

(b) Abuse of Sick Leave Privileges. Use of sick leave shall be deemed abusive under the following circumstances:

- 1) One or more occurrences of absence charged to sick leave per month over a period of six (6) consecutive months.
- 2) Four or more occurrences of absence charged to sick leave in any three month period.
- 3) Maintaining a sick leave balance of less than forty (40) hours, through use of short, one or two-day absences charged to sick leave, for a period of three months or longer. (This provision shall not apply to employees with one (1) year or less of service to the City)
- 4) Two (2) or more occurrences of absence charged to sick leave on the day before, or the day after, a scheduled holiday or vacation period within a calendar year.

Any employee who falls in any of the above four categories shall be notified in writing, with a copy to the Union, that she/he shall be required to submit a medical certificate before any subsequent absence is paid as sick leave, for a period of six (6) months. Such notice shall also advise the employee of his/her right to rebut the presumption of abuse. An employee may seek to rebut the presumption of abuse through medical records or doctor's reports, for the purpose of extending the period of review prior to becoming subject to documentation requirements. Absences due to sickness or injury that are documented by medical records, or doctors reports shall not be counted as an occurrence. Absences due to the same illness or injury shall be counted as one (1) occurrence. Absences due to a Workers Compensation Claim shall not be counted as an occurrence.

(c) If a regular, hourly-rated employee is absent from work because he is disabled for more than one (1) of these consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his sick leave is exhausted.

(d) If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such injury and the injury did not result in casting or overnight hospitalization, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State Workers' Compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and have 2/3 of the sick leave hours used restored to him/her. Furthermore, if the employee uses sick leave following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State Workers' Compensation laws and have 2/3 of the sick leave hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her sick leave, the employee shall be

entitled to no additional compensation from the Employer except those benefits provided under the State Workers' Compensation laws unless the injury resulted in casting or overnight hospitalization.

If the injury resulted in suturing, casting, limb immobilization, outpatient surgery, or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the State Workers' Compensation laws, the difference between the employee's normal straight time hourly or weekly wage rate and any such Workers' Compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally-financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

(e) If an employee retires, any sick leave credit to which he may be entitled shall become a part of his accrued sick time benefit as set forth in Article XX, paragraph (a).

(f) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.

(g) If an employee is laid off, any sick leave allowances to which he may be entitled shall remain in a frozen status for a period not to exceed 48 months. Upon recall and prior to the 48-month limit, all such accrued sick leave allowance shall be restored to the employee..

If the notice of layoff is given after the employee becomes sick or disabled due to a WPCM/STM-related accident, the employee shall be entitled to accrued sick leave allowances

for the duration of that disability. Once the employee is released from such disability by a physician, any sick leave allowance remaining shall be retained as outlined in this paragraph (g).

(h) If an employee becomes disabled while on any leave of absence, he shall not be entitled to any sick leave allowances for that disability.

(i) To be entitled to any sick and accident leave allowances hereunder, the employee with respect to each disability shall:

1. Be a regular employee.
2. Have sick leave credit when he becomes disabled.

3. **Have reported the cause of his/her absence before 10 A.M. of the first scheduled working day of absence unless employee has just cause to call later and it is acceptable to WPCM/STM management.**

4. Promptly present a physician's certification that he is disabled, if requested by the Employer.

5. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Employer's medical representatives as, in the Employer's judgment, may be necessary to ascertain his condition.

(j) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(k) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer

(l) No paid sick leave shall be allowed for illness or injury caused by willful violence.

(m) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in Paragraph ~~(k I)~~, shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment shall be immediately due and payable by the employee to the Employer.

ARTICLE XV - Notification of Absence

(a) When reasons beyond an employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work,, he shall give notice as far in advance as possible to his supervisor.

(b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

ARTICLE XVI - Examinations

(a) Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees; the Employer shall pay for all such examinations. It shall not pay for any time spent in the case of applicants for jobs. -

(b) The Employer reserves the right to select its own medical examiner or physician; however, the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

ARTICLE XVII - Vacation/Personal Time

Section 1. Vacation (a) Employees who have completed the probationary period, shall from their date of hire accrue vacation at the rate of one and fifty-four hundredths (1.54) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a two (2) week (10 days) paid vacation on completion of one (1) year (fifty-two weeks) of service. Employees upon completion of their first six (6) months of service may, with supervisor approval, use vacation time as it is accrued. Time which has not been accrued may not be taken.

(b) During the subsequent period of continuous service, employees shall continue to accrue paid vacation described above in paragraph (a). However, on the anniversary of the employee's completion of five (5) or more years of continuous service, the employee shall accrue vacation at the rate of two and thirty-one hundredths (2.31) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a three (3) week (fifteen days) paid vacation which time may be used as it is accrued with supervisor approval. Time which has not been accrued may not be taken. On the anniversary of the employees' completion of fourteen (14) or more years of continuous service, the employee shall accrue paid vacation at the rate of three and eight hundredths (3.08) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a four (4) week (twenty days) paid vacation which time may be used as it is accrued with supervisor approval. Time which has not been accrued may not be taken.

(c) Current employees hired prior to January 1, 1997 with less than 20 years of service shall receive a longevity bonus (40 hrs x hr. rate) payable upon 20 years of service

and each year thereafter. The payment shall be a lump sum payment paid during the first pay period after the employee's anniversary date.

(d) Current employees who reach 20 years of service during the term of this agreement shall have the choice of taking a fifth week of vacation or receiving the longevity payment defined in paragraph (c). The choice must be made by October 1, 1996 and is binding throughout the remainder of the employee's career.

(e) Unused vacation shall automatically be carried over into the next year. In no event will more than one year of vacation accrual be carried over. Amounts of more than one year carry-over shall be reimbursed to the employee.

(f) When a paid holiday occurs during an employee's vacation, the Superintendent of the Water Pollution Control Maintenance/STM Department shall have the option of offering each employee either an additional day of paid vacation to be taken at a time agreeable to the Superintendent or an additional day's pay. The Employer shall notify the employee of its choice of these alternatives before his vacation leave begins.

(g) In order to avoid disrupting the working schedule, the Employer shall designate the vacation periods. When setting the schedule of vacations, the Employer shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1 and end on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made prior to July 1 of the current year. In the use of separate vacation days, the employee shall notify management of the use of such time not later than 24 hours in advance of the day to be credited as a vacation day.

(h) When an employee leaves the service of the Employer, an adjustment in his final pay shall be made for vacation accrued but not taken or for vacation taken before being fully accrued.

(i) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which death occurs.

Section 2. Personal Time Separate and independent of vacation and sick leave allowances, during calendar year 1996, employees under this Agreement shall receive four (4) days personal time each calendar year commencing with the completion of one (1) year's service. In addition, each employee with five or more years of continuous service shall receive during each calendar year a fifth day of paid personal leave, and an employee with twenty or more years of continuous service shall receive during each calendar year a sixth day of paid personal leave; beginning in calendar year 1994 and thereafter, employees under this Agreement shall receive five (5) days personal time each calendar year commencing with the completion of one (1) year's service. In addition, each employee with five or more years of continuous service shall receive during each calendar year a sixth day of paid personal leave, and an employee with twenty or more years of continuous service shall receive during each calendar year a seventh day of paid personal leave. Personal time will be taken separately from any vacation time, and notice of taking such personal time shall be given not later than the start of the working day for which it is used.

In addition, members of the bargaining unit shall receive a paid day off for each birthday which occurs during their employment with the City.

Effective January 1, 1997, employees hired after December 31, 1996 will receive five (5) personal days per year. Employees hired prior to January 1, 1997 shall receive a longevity bonus equal to twenty-four (24) hours x hourly rate per year at five (5) years of service and every year thereafter based on eliminating the birthday holiday and the additional personal days offered at five years and twenty years of service. This payment shall be made in the first pay period following the employee's anniversary date.

ARTICLE XVIII - Holidays

(a) Holidays, within the meaning of this Agreement, shall be:

| | |
|-----------------------|---------------------------|
| New Year's Day | Veterans Day |
| M. L. King's Birthday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas Eve Day |
| Labor Day | Christmas Day |

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday. Holidays falling on consecutive days of Friday and Saturday shall be celebrated on Thursday and Friday, and holidays falling on consecutive days of Sunday and Monday shall be celebrated on Monday and Tuesday.

(b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraphs (c), shall be allowed as holiday pay the equivalent of his regular straight

time pay for each of the holidays recognized in this Agreement, whether such holiday falls on his regularly scheduled workday or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled workday previous to or following the holiday unless a reason satisfactory to the Employer is given.

ARTICLE XIX - Special Leaves

Section 1. Leave of Absence: (a) A maximum of thirty (30) calendar days leave of absence for good cause without pay in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the Superintendent and **Director of Public Safety/Human Resources**, provided the employee can be spared from work. Extensions of leave, up to six (6) months, may be granted with the written approval of the **Director of Public Safety/Human Resources** of the City of Fort Wayne. Subsequent extensions may be granted by approval of the **Director of Public Safety/Human Resources** or his designated appointee. While on such leave, the employee shall not be deemed to have forfeited his seniority or rights.

(b) In the case of absence of over thirty calendar days, employees shall be permitted to return to work only if they are physically qualified to do so. If they remain away more than six months or if they accept employment elsewhere while on such leave without the written consent of the Employer, their employment and rights with the City of Fort Wayne shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.

(c) Each request for leave shall be considered on an individual basis and shall be granted or refused according to the Employer's judgment of its merit.

(d) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premiums while on leave should be made with the Personnel Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When she is unable to perform her assigned duties, personal sick time accrued will be paid.

(e) An employee exceeding the thirty (30) day regular, illness or maternity leave who elects to return to work and is physically and contractually qualified, may return to an open position, provided the affected employee has the qualifications to perform the job. If the employee returning from such leave of absence doesn't qualify for such job, he will be laid off. The employee no longer required shall be laid off.

Section 2. Leave for Union Business: (a) Employees called upon to transact for the Union with the City of Fort Wayne, business which requires them to be absent from duty with the Employer shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.

(b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints. Employees shall notify management prior to any scheduled union meeting and record time spent on union business on their daily time reports.

(c) Employees who serve on the Union negotiation committee shall be paid their regular base pay for time spent in bargaining the terms of a new Agreement. The maximum that will be paid per session shall be a regular scheduled day's pay of eight (8) hours. Not more than four such employees shall be excused from their duties at any one time.

(d) Any employee elected or appointed to an office in the Union that will require him to be absent from duty with the Employer shall, at the end of his term of office, be reinstated in his former position or, if such position has been eliminated, in a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accumulated as of the time he left the Employer to take over Union duties. On his return, other employees shall consent to the demotions necessary to make room for him. He shall not be paid by the employer during his absence.

Section 3. Death Leave: In the case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family include: spouse, children/step-children, parents/step-parents, father/mother-in-law, brothers/sisters, half brothers/sisters, brothers/sisters-in-law, sons/daughters-in-law, aunts and uncles, grandparents/grandparents of spouse, grandchildren, whether of natural relationship, legally adopted or under legal guardianship of the employee. Proof may be required before granting this benefit.

Any change in the City policy which becomes more inclusive, such addition shall immediately become part of this section. Any change which is deemed to be less inclusive

shall have no effect here.

Section 4. Jury Duty: Employees absent from their duties with the City because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service upon the presentation of proper evidence.

Section 5. Military Leave: (a) Regular employees covered by this Agreement who serve this Country in a military capacity shall be reemployed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

(b) All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties, without loss of pay, pursuant to federal and state law.

ARTICLE XX - Retirement

(a) Accrued sick time pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employees' Retirement Fund and the Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of ten consecutive years of service under the terms of this Agreement immediately prior to retirement or resignation.

An employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

(a) \$1.00 for each hour up to 520 hours.

(b) Twenty-five (25) percent of the employee's normal, straight-time hourly rate for each accumulated hour over 520.

In lieu of (b) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired or resigning employees under I.C. 5-10-8-2.6, with credit given at fifty (50) percent of the employee's normal, straight-time hourly rate for each accumulated hour over 520.

In the event of an employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each 8 hours accumulated to the employee's beneficiary.

(b) Pension Fund: All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF), pursuant to rules and regulations of the PERF Administrator.

(c) Employees who retire under the terms of any of our recognized retirement programs with a minimum of five consecutive years of service shall be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

ARTICLE XXI - Safety Practices

(a) If an employee neglects to follow the safety practices established by the Employer for the work he performs (including the proper use of protective equipment supplied by the City,) he shall, after proper warning, be subject to disciplinary action.

(b) **Employees required to wear safety shoes shall purchase and wear them.** The Employer shall also pay one-half toward the cost of industrial safety glasses (limit of one pair per year) as approved by the Risk Management Department, with receipt of purchase. The Employer will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the

Employer will replace them at the entire cost to the Employer.

(c) Both the Employer and the employees covered by this Agreement recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City of Fort Wayne shall forthwith inform the proper supervisor, who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.

(d) **Uniforms shall be worn by all bargaining unit employees except those classifications assigned in clerical positions. Such uniforms shall be furnished by the Utility at no cost to the employee.**

(e) **Foul weather gear as determined by management shall be furnished by the Utility at no cost to the employee. Said gear shall be checked in and out by management and assigned to a specific employee.**

ARTICLE XXII - Insurance Coverage

(a) The Employer agrees that life, medical, dental and long-term disability insurance benefits shall be extended to all bargaining unit employees and will remain in full force and effect for the life of this Agreement, except that none of the above benefits shall apply under conditions stated in Paragraph (c) of this Article.

The cost to bargaining unit employees of such benefits shall be the same as that paid by non-bargaining-unit employees. **1996 insurance rates for the basic health plan shall remain the same as 1995 rates. 1997 rates may not increase by more than 7%, and 1998 rates may not increase by more than 10%. Members may participate in other City health plans at the rates set for participation in such plan.**

(b) Each employee who retires under one of the programs listed in Article XX, Paragraph (c) and who has at least eight (8) years of continuous service at retirement shall receive a \$10,000.00 life insurance policy for the rest of their life.

(c) Termination of Insurance: All insurance coverage will terminate for the following reasons:

1. Termination of employment. All employees who separate from the City for other than gross misconduct shall be subject to COBRA laws.
2. Thirty (30) days after date of layoff.
3. Employees on legitimate regular, illness, or maternity leave of absence will be covered under the City insurance plan for thirty calendar days. In case of illness leave, this will not apply until after all accrued sick leave is exhausted. If the employee elects to extend insurance coverage beyond the 30-calendar-day limit, he/she may do so by contacting the Payroll Department and arranging to pay the full premium at the current rate.
4. Strike or slowdown.

(e) Coverage for new employees shall begin with the first day the employee works following completion of thirty (30) days of employment.

ARTICLE XXIII - Separability and Savings

(a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction or compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has restrained shall not be affected thereby.

(b) If any article or section is held invalid or enforcement of or compliance with has been restricted as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE XXIV WAGES

Section 1. Skill based Compensation Listed below are the guidelines for Skill based

compensation:

Clerical and Administrative Category

\$.20 per hour for any advanced training deemed necessary by WPCMD/STM

Management and approved by the Director of City Utilities.

Collection System Categories

\$.20 per hour IWPCA Class I Certified

\$.40 per hour IWPCA Class II Certified

\$.60 per hour IWPCA Class III Certified

\$.80 per hour IWPCA Class IV Certified

\$.20 per hour A-N Endorsed CDL

\$.20 per hour Respirator Qualified (Confined Space Certified)

The increases in the Collection System Categories are incremental, not cumulative.

Employees shall receive compensation for each skill level, effective as of the date it is achieved pursuant to OSHA Regulations and City Policy. The Respirator Qualified Skill Based Compensation shall be retroactive to January 1, 1996.

Section 2. Productivity Bonus. Each employee shall receive a productivity bonus of \$175.00 payable June 1, 1996. For 1997 and 1998, each employee shall receive a productivity bonus of at least \$175.00, but not more than \$525.00 payable on June 1, 1997 and June 1, 1998. In 1997 and 1998, each employee's productivity bonus shall be the same and shall be based upon the percentage of productivity/efficiency goals that were reached in the prior year. The productivity/efficiency goals shall be established by a joint union/management committee. If no agreement can be reached on such goals, the maximum bonus shall be \$175.00.

Section 3. Signing Bonus. All members (except Clerical/Administrative) shall receive a signing bonus of \$500.00, and any certification compensation retroactive to the date the test was taken. The Clerical/Administrative members shall receive a signing bonus

of \$700.00.

Section 4. Sewer Repairer/CDL. The Sewer Repairer who has completed 90 days probationary period and has or obtains a Commercial Drivers License (CDL) will be upgraded to Combination Repairer/Truck Driver upon presentation of CDL if a position is available. The first employee to qualify for said position will be considered first.

Section 5. Job Compression. Job "compression" into the categories on the wage schedules are based on creating job flexibility. Flexibility is defined as temporary reassignments within his/her present category due to equipment failures, down time and/or staffing needs and requirements. The job descriptions in the categories will remain as they were effective on December 31, 1995, as well as the bidding process for the current positions. All changes in job descriptions will be agreed upon mutually by the Chauffeurs Teamsters Helpers Union 414 and WPCMD/STM management.

CTH 414 - WPC Maintenance
Schedule A - 1996 Rate Schedule

Effective January 1, 1996 and continuing for the life of this Agreement, the Employer shall pay the employee's share of PERF contributions. To simplify and consolidate craft skills and clarify classification issues Chauffeurs, Teamsters and Helpers Union 414 and WPCM/STM Management have agreed to compress all jobs currently set forth into five more manageable "categories" listed below. This consolidation will cancel out the "step" increases for repairman and clerk dispatcher positions. It is further agreed to the removal of the janitor position from the pay scale. The base rates listed below reflect the 2.5% increase for 1996. Skill based premiums are not included in the base rate as identified below.

| | |
|---------------------------|-----------------|
| <u>ENTRY LEVEL</u> | \$11.650 |
| Sewer Repairer | |

| | |
|---------------------------------------|-----------------|
| <u>CLERICAL/ADMINISTRATIVE</u> | \$12.826 |
| Clerk Dispatcher | |

| | |
|--|-----------------|
| <u>COLLECTION SYSTEM OPERATOR I</u> | \$12.217 |
| Utility Person | |
| Manhole Sealing Assistant | |
| Vactor Assistant | |
| Combination Repairer/Truck Driver | |
| TV Assistant | |

| | |
|---|-----------------|
| <u>COLLECTION SYSTEM OPERATOR II</u> | \$12.806 |
| TV Technician | |
| Manhole Sealing Operator | |
| Backhoe Operator | |
| Hydraulic Sewer Rodder | |
| Sewer Jet Flusher | |
| Storekeeper | |
| Vactor Operator | |
| Night Investigator* | |

| | |
|--|-----------------|
| <u>COLLECTION SYSTEM SPECIALIST</u> | \$13.332 |
| Working Foreman | |
| Special Investigator | |

*Shift Premium will be paid for shift hours actually worked.
(Shift premiums are 30 cents for 2nd shift and 35 cents for 3rd shift, per Article VIII, Section 1.e.)

CTH 414 - WPC Maintenance
Schedule B - 1997 Rate Schedule - Effective January 1, 1997

Effective July 1, 1996 and continuing for the life of this Agreement, the Employer shall pay the employee's share of PERF contributions. To simplify and consolidate craft skills and clarify classification issues Chauffeurs, Teamsters and Helpers Union 414 and WPCM/STM Management have agreed to compress all jobs currently set forth into five more manageable "categories" listed below. This consolidation will cancel out the "step" increases for repairman and clerk dispatcher positions. It is further agreed to the removal of the janitor position from the pay scale. The base rates listed below reflect the 3.0% increase for 1997. Skill based premiums are not included in the base rate as identified below.

| | |
|--------------------|----------|
| <u>ENTRY LEVEL</u> | \$11.999 |
| Sewer Repairer | |

| | |
|--------------------------------|----------|
| <u>CLERICAL/ADMINISTRATIVE</u> | \$13.211 |
| Clerk Dispatcher | |

| | |
|-------------------------------------|----------|
| <u>COLLECTION SYSTEM OPERATOR I</u> | \$12.584 |
| Utility Person | |
| Manhole Sealing Assistant | |
| Vactor Assistant | |
| Combination Repairer/Truck Driver | |
| TV Assistant | |

| | |
|--------------------------------------|----------|
| <u>COLLECTION SYSTEM OPERATOR II</u> | \$13.190 |
| TV Technician | |
| Manhole Sealing Operator | |
| Backhoe Operator | |
| Hydraulic Sewer Rodder | |
| Sewer Jet Flusher | |
| Storekeeper | |
| Vactor Operator | |
| Night Investigator* | |

| | |
|-------------------------------------|----------|
| <u>COLLECTION SYSTEM SPECIALIST</u> | \$13.732 |
| Working Foreman | |
| Special Investigator | |

*Shift Premium will be paid for shift hours actually worked.
(Shift premiums are 30 cents for 2nd shift and 35 cents for 3rd shift, per Article VIII, Section 1.e.)

CTH 414 - WPC Maintenance
Schedule C - 1998 Rate Schedule - Effective January 1, 1998

Effective July 1, 1996 and continuing for the life of this Agreement, the Employer shall pay the employee's share of PERF contributions. To simplify and consolidate craft skills and clarify classification issues Chauffeurs, Teamsters and Helpers Union 414 and WPCM/STM Management have agreed to compress all jobs currently set forth into five more manageable "categories" listed below. This consolidation will cancel out the "step" increases for repairman and clerk dispatcher positions. It is further agreed to the removal of the janitor position from the pay scale. The base rates listed below reflect the 3.0% increase for 1998. Skill based premiums are not included in the base rate as identified below.

| | |
|---------------------------|-----------------|
| <u>ENTRY LEVEL</u> | \$12.359 |
| Sewer Repairer | |

| | |
|---------------------------------------|-----------------|
| <u>CLERICAL/ADMINISTRATIVE</u> | \$13.607 |
| Clerk Dispatcher | |

| | |
|--|-----------------|
| <u>COLLECTION SYSTEM OPERATOR I</u> | \$12.962 |
| Utility Person | |
| Manhole Sealing Assistant | |
| Vactor Assistant | |
| Combination Repairer/Truck Driver | |
| TV Assistant | |

| | |
|---|-----------------|
| <u>COLLECTION SYSTEM OPERATOR II</u> | \$13.586 |
| TV Technician | |
| Manhole Sealing Operator | |
| Backhoe Operator | |
| Hydraulic Sewer Rodder | |
| Sewer Jet Flusher | |
| Storekeeper | |
| Vactor Operator | |
| Night Investigator* | |

| | |
|--|-----------------|
| <u>COLLECTION SYSTEM SPECIALIST</u> | \$14.144 |
| Working Foreman | |
| Special Investigator | |

*Shift Premium will be paid for shift hours actually worked.
(Shift premiums are 30 cents for 2nd shift and 35 cents for 3rd shift, per Article VIII, Section 1.e.)

RECOGNITION AGREEMENT

WHEREAS, the City of Fort Wayne, Indiana has recognized that the Chauffeurs, Teamsters and Helpers Local Union No. 414 represents a majority of the employees in the below-described unit, and

WHEREAS, the Unit covers all employees in job classifications listed in Schedules A, B, and C of this Agreement,

THEREFORE, be it resolved that this Agreement shall become effective on the 1st day of January, 1996, and shall remain in full force and effect through the 31st day of December 1998.

FOR THE CITY:

Paul Helmke
Mayor

J. Timothy McCaulay
City Attorney

Payne D. Brown
Director of Public Safety/Human Resources

Terry L. Atherton
Director, Utility Administration

Robert F. Green
Superintendent of Maintenance

FOR THE UNION:

Walter A. Lytle
Secretary/Treasurer

Ken Henry
Trustee

Craig Kankovsky
Steward

Patrick Drudge
Alternate Steward

Darrell Bice
Committee Member

Julie Pedraza
Committee Member